

IP/MPLS Forum Intellectual Property Rights Statement

1. Intellectual Property Rights

(a) Unless a member specifically agrees otherwise in writing, all patents, copyrights, and other intellectual property owned by, and inventions and works created by that member shall remain the property of that member, and such ownership of and rights in that or any other intellectual property shall not be affected in any way by the member's participation in the work of this Corporation.

(b) Confidentiality. All material contributed or otherwise submitted to the Corporation (including any committee of the Corporation) shall be deemed non-confidential. By submission of any material, each member by or on behalf of which any material is submitted agrees on its behalf, on behalf of any other person or entity identified as a contributor, and on behalf of the owner(s) of any proprietary rights in the material, that the material submitted is not subject to any requirement of confidentiality, that there has been no assumption of any confidentiality obligation with respect to the material, and that such material may be freely distributed.

(c) Copyrights; Publication; Attribution.

(i) Unless it is unable to do so and specifically so notes at the time of submission, each member submitting any material grants, and agrees to grant, on its behalf, and on behalf of any other person or entity identified as a contributor, and on behalf of the owner(s) of any proprietary rights in the material, a perpetual world-wide, non-exclusive, royalty-free license to the Corporation (and to the committees and members of the Corporation) under any copyrights in the material submitted. This license includes the right to copy, publish and distribute the material in any way, and to prepare derivative works that are based on or incorporate all or any part of the material, the license to such derivative works to be of the same scope as the license of the original material.

(ii) The Corporation, its committees and members have no duty or obligation to publish, promote, or otherwise use or disseminate any submission or material included in such submission.

(iii) Corporation publications and other publications related to material submitted may identify the author(s) of any material submitted or of any such Corporation publication. However, neither the name of any member, or any member's trademarks or trade names, may be used in any such publications or by any member describing the work of the Corporation, without the prior written approval of the member or Corporation, as the case may be. The foregoing shall survive the resignation, expulsion or cessation of business of any member, or dissolution of the Corporation.

2. Inclusion of Patents in Specifications of the Corporation

(a) In General. There is no objection in principal to drafting a proposed specification in terms that include the use of a patented item if it is considered that technical reasons justify this approach. However, if the Corporation receives notice that a member or some third party claims patent or other intellectual property rights in regard to some or all of the specification, the procedures in subparagraphs (b)(ii), (c), (d) and (e) shall be followed.

(b) Notice.

(i) All specifications shall contain a notice that, in substance, warns that implementation of the standard may require the use of patented subject matter, states that the Corporation has not attempted to identify, and takes no position regarding the validity or scope of, any potentially claimed intellectual property rights, and states also that the Corporation takes no position regarding any licenses that may or may not be available.

(ii) When the Corporation has received a notice of an intellectual property claim, the notice required by subparagraph (i) above shall also include a statement to the effect that the Corporation has been notified of intellectual property rights claimed in regard to some or all of the subject matter of the specification.

(c) Disclosure and Notice Regarding Patent Rights.

(i) To encourage the early disclosure and identification of existing and anticipated patent rights, the Corporation shall, from time to time, request its members' representatives to disclose any patents or published patent applications known to the representatives which may be required to implement all or part of a Corporation specification being developed or already approved. Each such request shall be reflected in the written records of the Corporation. When such a disclosure occurs, the member will identify to the Corporation the pertinent Corporation specification and the applicable patent or published patent application, by country and number. The Corporation has no obligation to identify intellectual property or other rights potentially pertinent to a specification, to evaluate the validity or scope of any intellectual property or other rights that might be claimed to pertain to a specification or with regard to which any license under any such rights might or might not be available. Nothing in these Bylaws obligates any member to disclose or identify any unpublished anticipated patent rights or to search for any potentially pertinent intellectual property or other rights.

(ii) When a member holds or anticipates holding patent rights, the use of which would be required to implement all or part of an approved or a proposed Corporation specification, the member will either (a) license such rights on reasonable and non-discriminatory terms and conditions to the extent required to implement such specification or a part thereof for use in an

implementation of such specification or (b) provide the Corporation written notice of its refusal to grant such licenses. Such notice of refusal to grant will identify the pertinent Corporation specification, the known applicable patent(s) or published patent application(s), by country and number, and the aspect of the Corporation specification to which the patent right applies. With respect to a proposed specification, the Corporation must receive such notice prior to the Board of Directors' consideration of the proposed specification for approval.

(d) Statement from Patent Rights Holder.

(i) If the Corporation receives any notice that implementation of all or part of an approved or a proposed Corporation specification may require use of an existing or anticipated patent right, the Corporation shall seek to obtain from the entity holding the existing or anticipated patent right written assurance that it will grant licenses on reasonable and non-discriminatory terms and conditions to use the existing or anticipated patent right to the extent required to implement such specification or a part thereof for use in an implementation of such specification.

(ii) If, before a Corporation specification is approved, the Corporation receives notice that implementation of all or part of such specification may require use of an existing or anticipated patent right and the written assurance set forth in Section 3.3.2(d)(i) has not been received from each entity holding such an existing or anticipated patent right, an affirmative vote of three-fourths (3/4) of the Principal Members present and voting in person or by proxy shall be necessary to approve the specification; abstentions will not be counted as a vote.

(iii) If, after a Corporation specification is approved, the Corporation receives notice that implementation of all or part of such specification may require use of an existing or anticipated patent right and the written assurance set forth in Section 3.3.2(d)(i) has not been received from each entity holding such an existing or anticipated patent right, the Principal Members of the Corporation shall vote whether to revoke such specification. An affirmative vote of one-third (1/3) of the Principal Members present and voting in person or by proxy shall be necessary to revoke the specification; abstentions will not be counted as a vote. Should the specification be revoked, the Technical Committee shall be requested to revise the specification or to develop a new specification that does not require the use of the patent rights for which the Corporation has not received such written assurance.

(e) Record of Statements Holder. A record of all claims of intellectual property rights and of any rights holders' statements with regard to any assurance requested or given shall be placed and retained in the files of the Corporation and made available to the members.

3. Other Property Rights

- (a) Any member whose membership in this Corporation shall have terminated by resignation, cessation of business, expulsion, or other cause shall forfeit thereby all interests in any and all funds, property, rights, and interests of the Corporation, other than any licenses to intellectual property of the Corporation that vested during the term of membership.

- (b) Except as provided under Bylaws of IP/MPLS Forum Article 10 on Dissolution, and the intellectual property licensing provisions of this Statement, no member has any property rights in any assets of this Corporation. Furthermore, no surplus of funds of this Corporation (if any) shall inure to the benefit of any member, officer, or employee of the Corporation.